

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT, dated January / , 2011 among KAJ HOLDINGS, LLC ("Assignor"), OWEN NOLAN AND DIANA NOLAN ("Assignee") and KENNETH A. JOWDY ("Jowdy"), as Managing Member of KAJ HOLDINGS, LLC and Diamante Cabo San Lucas, LLC ("Diamante").

WITNESSETH:

WHEREAS, Assignor owns a Class A limited liability company membership interest (the "Interest") in Diamante, as shown on Diamante's Class A Register of Members;

WHEREAS, the Interest constitutes 36% of the total membership interest in Diamante; and

WHEREAS, Assignor wishes to assign an undivided 2.778% of the Interest to Assignee ("the Assigned Interest, which constitutes an undivided 1% of the total membership interest in Diamante"), and Assignee wishes to acquire the Assigned Interest from Assignor;

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements set forth below, the parties agree as follows:

1. **Assignment.** In consideration of the payment of sum of \$10.00, the receipt and sufficiency of which are acknowledged, Assignor sells, assigns, transfers and delivers to Assignee, and Assignee accepts, Assignor's entire right, title and interest in and to the Assigned Interest, effective as of the close of business on January / , 2011 (the "Effective Date"). Assignee shall be entitled to all distributions made by Diamante in respect of the Interest, and to the share of Diamante's income, gain and loss allocable to the Interest, for all periods after the Effective Date. Assignor shall retain all rights to any distributions, income, gain and loss of Diamante allocable to the Interest for all periods prior to the close of business on the Effective Date.
2. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee, Jowdy and Diamante that: (i) Assignor has full right, power and authority to sell, convey, assign, transfer and deliver the Assigned Interest to Assignee, (ii) all actions and proceedings to be taken by Assignor in connection with the transactions contemplated by this Agreement have been duly and validly taken, (iii) on assignment of the Assigned Interest, Assignee shall own the Assigned Interest free and clear of all claims, liens, security interests, charges and encumbrances and (iv) this Agreement has been duly validly executed and delivered by Assignor and constitutes its legal, valid and binding obligation enforceable in accordance with its terms.
3. **Representations and Warranties of Assignee.** Assignee represents and warrants to Assignor, Jowdy and Diamante that: (i) Assignee has full right, power and authority to obtain the Interest from Assignor, (ii) Assignee is an "accredited investor" (as defined in Rule 501(a) of the Rules and Regulations under Securities Act of 1933), (iii) Assignee has received and read a copy of the Limited Liability Company Agreement of Diamante (the "LLC Agreement"), (iv) all actions and proceedings necessary to be taken by Assignee in connection with the transactions contemplated by this Agreement have been duly and validly taken and (v) this Agreement has been duly and validly executed and

delivered by Assignee and constitutes its legal, valid and binding obligation enforceable in accordance with its terms.

4. **Agreements to be Bound.** Assignor reiterates its agreement to be bound by the provisions of Article Nine of the Diamante Cabo San Lucas LLC Agreement that are intended to survive the assignment of a membership interest. Assignee agrees to be bound by all of the provisions of the LLC Agreement.
5. **Further Assurances.** Assignor agrees to deliver to Assignee such further instruments, documents and materials (and shall acknowledge the same where applicable) as may be necessary or desirable for the consummation of the transactions contemplated herein, as Assignee or Diamante may reasonably request. Assignee has furnished to Diamante the information set forth in Schedule A.
6. **Consent of Jowdy.** Jowdy, as Managing Member of Diamante and pursuant to Article Nine of the LLC Agreement, consents to the assignment contemplated by this Agreement and admits Assignee into Diamante as a substitute Class A Member of Diamante holding a 1% interest in Diamante.
7. **Miscellaneous.** This Agreement shall be binding on, enforceable against and inure to the benefit of the parties and their respective successors and assigns. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and fully performed in such state, without giving effect to conflicts of law principles.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first set forth above.

KAJ HOLDINGS, LLC, the "Assignor"

By 

Kenneth A. Jowdy

its: Managing Member

By 

Owen Nolan, "Assignee"

By 

Diana Nolan, "Assignee"

Transfer approved by:



Kenneth A. Jowdy

Managing Member, Diamante Cabo San Lucas, LLC

SCHEDULE A

ASSIGNEE INFORMATION

Name: Owen and Diana Nolan

Address: 6971 Hollow Lake Way
San Jose, CA 95120

Owen Nolan Tax ID No.: 605-86-6942

Diana Nolan Tax ID No.: 626-50-3606

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